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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN JOSE DIVISION

14 RICHARD W. WIEKING
 15 CLERK, U.S. DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN JOSE

SECURITIES AND EXCHANGE COMMISSION, Case 1:07-cv-06121

Plaintiff,

v.

MAXIM INTEGRATED PRODUCTS, INC.,

Defendant.

18 CONSENT OF DEFENDANT MAXIM
 19 INTEGRATED PRODUCTS TO ENTRY OF
 20 FINAL JUDGMENT

RMW

RS

CONSENT OF MAXIM INTEGRATED PRODUCTS, INC.

21 1. Defendant Maxim Integrated Products, Inc. ("Defendant") waives service of a
 22 summons and the complaint in this action, enters a general appearance, and admits the Court's
 23 jurisdiction over Defendant and over the subject matter of this action.

24 2. Without admitting or denying the allegations of the complaint (except as to personal
 25 and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of
 26 the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference
 27 herein, which, among other things, permanently restrains and enjoins Defendant from violation of
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1 17(a) of the Securities Act of 1933 ("Securities Act") and Sections 10(b), 13(a) 13(b)(2)(A),
2 13(b)(2)(B), and Section 14(a) of the Securities Exchange Act of 1934 ("Exchange Act") and Rules
3 10b-5, 12b-20, 13a-1, 13a-11, 13a-13, and 14a-9 thereunder.

4 3. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule
5 52 of the Federal Rules of Civil Procedure.

6 4. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the
7 Final Judgment.

8 5. Defendant enters into this Consent voluntarily and represents that no threats, offers,
9 promises, or inducements of any kind have been made by the Commission or any member, officer,
10 employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

11 6. Defendant agrees that this Consent shall be incorporated into the Final Judgment with
12 the same force and effect as if fully set forth therein.

13 7. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any
14 exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby
15 waives any objection based thereon.

16 8. Defendant waives service of the Final Judgment and agrees that entry of the Final
17 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its
18 terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty
19 days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration
20 stating that Defendant has received and read a copy of the Final Judgment.

21 9. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted
22 against Defendant in this civil proceeding. Defendant acknowledges that no promise or
23 representation has been made by the Commission or any member, officer, employee, agent, or
24 representative of the Commission with regard to any criminal liability that may have arisen or may
25 arise from the facts underlying this action or immunity from any such criminal liability. Defendant
26 waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the
27 imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's
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1 entry of a permanent injunction may have collateral consequences under federal or state law and the
2 rules and regulations of self-regulatory organizations, licensing boards, and other regulatory
3 organizations. Such collateral consequences include, but are not limited to, a statutory
4 disqualification with respect to membership or participation in, or association with a member of, a
5 self-regulatory organization. This statutory disqualification has consequences that are separate from
6 any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding
7 before the Commission based on the entry of the injunction in this action, Defendant understands that
8 he shall not be permitted to contest the factual allegations of the complaint in this action.

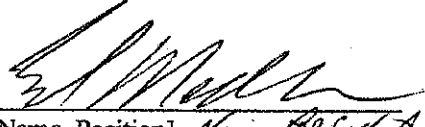
9 10. Defendant understands and agrees to comply with the Commission's policy "not to
10 permit a defendant or respondent to consent to a judgment or order that imposes a sanction while
11 denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance
12 with this policy, Defendant agrees: (i) not to take any action or to make or permit to be made any
13 public statement denying, directly or indirectly, any allegation in the complaint or creating the
14 impression that the complaint is without factual basis; and (ii) that upon the filing of this Consent,
15 Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation
16 in the complaint. If Defendant breaches this agreement, the Commission may petition the Court to
17 vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph
18 affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in
19 litigation or other legal proceedings in which the Commission is not a party.

20 11. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small
21 Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from
22 the United States, or any agency, or any official of the United States acting in his or her official
23 capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs
24 expended by Defendant to defend against this action. For these purposes, Defendant agrees that
25 Defendant is not the prevailing party in this action since the parties have reached a good faith
26 settlement.

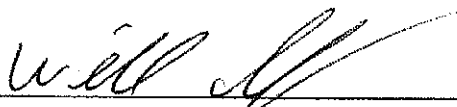
12. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

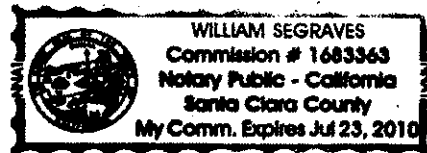
13. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: October 1, 2007



[Name, Position] Vice President, Senior Counsel
Maxim Integrated Products, Inc.

On October 1st, 2007, Ed Medlin, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.


Notary Public
Commission expires: July 23, 2010



Approved as to form:


John Potter, Esq.
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San Francisco, California 94111
Telephone: 415.875.6600
ATTORNEY FOR DEFENDANT MAXIM INTEGRATED PRODUCTS, INC.